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UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

UNITED STATES OF AMERICA,

INFORMATION

Plaintiff,

18 U.S.C. § 371

v.

HODA ALI ABDI,

Defendant.

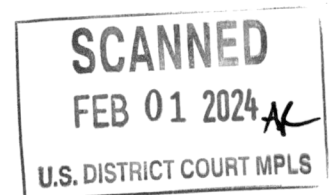
THE UNITED STATES ATTORNEY CHARGES THAT:

At times relevant to the Information:

1. The Food and Nutrition Service was an agency of the United States Department of Agriculture (USDA) that administered various federal child nutrition programs, including the Summer Food Service Program and Child and Adult Care Food Program (together, the “Federal Child Nutrition Program”).

2. The Minnesota Department of Education (MDE) administered the Federal Child Nutrition Program in Minnesota.

3. Meals funded by the Federal Child Nutrition Program were served by “sites.” Each site participating in the Federal Child Nutrition Program had to be sponsored by a sponsoring organization that was authorized to participate in the Federal Child Nutrition Program. Sponsors were required to submit an application to MDE for each site. Sponsors were responsible for monitoring each of their sites and preparing reimbursement claims for their sites.



4. Sponsors submitted reimbursement claims to MDE on behalf of sites under their sponsorship. The USDA then provided federal reimbursement funds on a per-meal basis. MDE provided the federal funds to the sponsoring agency, which in turn paid the reimbursements to the sites under its sponsorship.

5. Historically, the Federal Child Nutrition Program has generally functioned by providing meals to children involved in educational-based programs or activities. During the Covid-19 pandemic, however, the USDA waived some of the standard requirements for participation in the Federal Child Nutrition Program. Among other things, the USDA allowed for-profit restaurants to participate in the program. The USDA also allowed for off-site food distribution to children outside of educational programs.

6. Feeding Our Future and Sponsor A were non-profit organizations purportedly in the business of helping community partners participate in the Federal Child Nutrition Program. Beginning in approximately April 2020, Feeding Our Future and Sponsor A dramatically increased the number of sites under their sponsorship as well as the amount of Federal Child Nutrition Program funds received by those sites.

7. Since in or about 2014, defendant HODA ALI ABDI was the owner of Alif Halal LLC ("Alif Halal"), a grocery store located in Burnsville, Minnesota. Through Alif Halal, ABDI participated in the Federal Child Nutrition Program as a food vendor and purported food supplier for sites under the sponsorship of Sponsor A. ABDI was also a purported food supplier under Feeding Our Future's sponsorship.

In addition, ABDI operated her own Federal Child Nutrition Program site in Burnsville, Minnesota, under the sponsorship of Sponsor A. ABDI's site operated at times under either the names "All Somali Community of Worldwide Services" or "B & B Program." In or about July 2021, B & B Program was registered as a Minnesota non-profit corporation, and ABDI thereafter became its registered agent.

Count 1

(Conspiracy to Commit Wire Fraud)

8. From at least in or about January 2021 through in or about 2023, the defendant,

HODA ALI ABDI,

conspired with others known and unknown to devise a scheme and artifice to defraud and to obtain money by materially false and fraudulent pretenses, representations, and promises, and for the purpose of executing such scheme and artifice, transmitted or caused to be transmitted writings, signs, signals, pictures, or sounds by means of wire, radio or television communication in interstate or foreign commerce, in violation of Title 18, United States Code, Sections 371 and 1343.

Object and Purpose of the Conspiracy

9. The object and purpose of the conspiracy was to carry out a fraudulent scheme to obtain Federal Child Program funds by submitting fraudulent claims for reimbursement for substantial expenses for food that was not actually purchased and served to children.

Manner and Means of the Conspiracy

10. The conspirators used the following manner and means, among others, to accomplish the objects and purpose of the conspiracy, some of which included the interstate transmission of wires, such as email messages and banking transactions:

a. ABDI enrolled Alif Halal as a food vendor in the Federal Child Nutrition Program under the sponsorship of Sponsor A.

b. ABDI agreed to provide co-conspirators, who also participated in the Federal Child Nutrition Program, with fake Alif Halal invoices.

c. ABDI repeatedly provided co-conspirators with fake Alif Halal invoices that purported to show that Alif Halal had provided substantial amounts of food when, in reality, ABDI provided little or no food to certain co-conspirators participating in the Federal Child Nutrition Program.

d. Some co-conspirators to whom ABDI provided fake Alif Halal invoices provided ABDI with periodic payments.

e. Between approximately January 2021 and February 2022, sponsors—primarily Sponsor A and Feeding Our Future—received claims for reimbursement from the Federal Child Nutrition Program primarily from other co-conspirators, which were accompanied by fake Alif Halal receipts and invoices that falsely indicated that ABDI's Alif Halal had provided approximately \$3 million in food for children.

f. Through B & B Program, ABDI purported to provide meals to be served to children at her Burnsville site. ABDI created and submitted fake Alif Halal

invoices fraudulently claiming that B & B Program was entitled to thousands of dollars in Federal Child Nutrition Program funds for providing meals to be served at the site.

g. Between approximately October 2021 and February 2022, B & B Program claimed, falsely, to have served more than 242,000 meals to children at ABDI's site in Burnsville. Based on these fraudulent claims totaling approximately \$595,752, ABDI received approximately \$243,268 in Federal Child Nutrition Program reimbursements.

Acts in Furtherance of the Conspiracy

11. In furtherance of the conspiracy and to effect its unlawful objectives, the defendant and other conspirators committed and caused to be committed the following overt acts, among others, in the State and District of Minnesota, and elsewhere:

12. On or about January 31, 2021, ABDI provided F.M. of Future Leaders Early Learning Center with a fake Alif Halal invoice, which falsely indicated ABDI provided approximately \$17,190 of food to Future Leaders Early Learning Center as part of the Federal Child Nutrition Program.

13. On or about February 28, 2021, ABDI provided M.F. of M5 Care with a fake Alif Halal invoice, which falsely indicated ABDI received a cash payment of approximately \$12,695 for food provided to M5 Care as part of the Federal Child Nutrition Program.

14. On or about April 11, 2021, ABDI provided M.F. with a fake Alif Halal invoice, which falsely indicated ABDI received a cash payment of approximately \$13,022 for food provided to M.F.'s business as part of the Federal Child Nutrition Program.

15. On or about June 7, 2021, ABDI deposited a check in the approximate amount of \$15,000 into an Alif Halal bank account from F.M. of Future Leaders Early Learning Center Inc., a Federal Child Nutrition Program participant, when, in reality, Alif Halal did not provide food to Future Leaders Early Learning Center Inc.

16. On or about July 29, 2021, a co-conspirator registered B & B Program with the State of Minnesota as a non-profit corporation with ABDI as B & B Program's eventual registered agent.

17. In or about October 2021, ABDI provided A.A. of Multicultural Health Service with fake Alif Halal invoices, which falsely indicated that ABDI provided approximately \$183,551 of food to Multicultural Health Service as part of the Federal Child Nutrition Program.

18. In or about October 2021, ABDI provided Abulkadir Awale of Sambusa King Inc. with fake Alif Halal invoices, which falsely indicated that ABDI provided approximately \$97,786 of food to Sambusa King Inc. as part of the Federal Child Nutrition Program.

19. In or about November 2021, ABDI provided A.H. of Choice Inc. with fake Alif Halal invoices, which falsely indicated that ABDI provided approximately \$97,921 of food to Choice Inc. as part of the Federal Child Nutrition Program.

20. On or about December 13, 2021, ABDI deposited a check in the approximate amount of \$120,994 from Sponsor A as a reimbursement in the Federal Child Nutrition Program for ABDI's Burnsville site.

21. In or about December 2021, ABDI falsely invoiced approximately \$119,213 worth of food from her own business, Alif Halal, to her own Federal Child Nutrition Program site, B & B Program, that ABDI did not actually provide.

22. On or about January 13, 2022, ABDI deposited a check in the approximate amount of \$122,273 from Sponsor A as a reimbursement in the Federal Child Nutrition Program for ABDI's Burnsville site.

23. In or about January 2022, ABDI provided A.A. of Adeeco Inc. with fake Alif Halal invoices, which falsely indicated that ABDI provided approximately \$79,876 of food to Adeeco Inc. as part of the Federal Child Nutrition Program.

24. In or about February 2022, ABDI provided M.F. of M5 Care with fake Alif Halal invoices, which falsely indicated that ABDI provided approximately \$31,667 of food to M5 Care as part of the Federal Child Nutrition Program.

25. In or about March 2023—after ABDI spoke with agents investigating alleged fraud in the Federal Child Nutrition Program—some of ABDI's co-conspirators, such as F.M., A.H., and M.F., tried to cover up the fraudulent conspiracy by directing ABDI to lie to investigators by asserting—falsely—that Alif Halal had provided food to the co-conspirators' respective businesses as part of the Federal Child Nutrition Program.

26. Ultimately, the Defendant received \$1,275,710 in proceeds, which includes payments from co-conspirators who received fake invoices from the Defendant as well as funds from MDE.

All in violation of Title 18, United States Code, Section 371.

FORFEITURE ALLEGATIONS

27. If convicted of Count 1 of this Information, the defendant shall forfeit to the United States, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), any property, real or personal, which constitutes or is derived from proceeds traceable to Count 1 of the Information.

28. If any of the above-described forfeitable property is unavailable for forfeiture, the United States intends to seek the forfeiture of substitute property as provided for in Title 21, United States Code, Section 853(p) as incorporated by Title 28, United States Code, Section 2461(c).

Dated: February 1, 2024

ANDREW M. LUGER
United States Attorney

/s/ Matthew S. Ebert
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